

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL MAINE INC.
730 CENTER STREET
AUBURN PLAZA
AUBURN ME 04210

BORROWERS (called "You", "Your")

LIBBY, JUDY A
SS#
LIBBY JR, GEORGE A
SS#
13 PINE LANE
OXFORD ME 04270

LOAN NO:

DATE OF LOAN 01/06/2006	FIRST PAYMENT DUE DATE 02/06/2006	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE 01/06/2036	CONTRACT RATE (per year) 9.440 %
AMOUNT FINANCED \$ 44,999.63		PRINCIPAL \$ 47,368.03		PROCEEDS AFTER INS. \$ 44,999.63
		DISCOUNT FEE/POINTS \$.00		OFFICIAL FEES \$ 24.00
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	LUI PREMIUM \$ NONE		
				ORIGINATION FEE/POINTS 2,368.40
FIRST INSTALLMENT \$ 396.23	MONTHLY INSTALLMENT \$ 396.23			TERM PERIOD 360
		DOC PREP FEE \$ 200.00	DISABILITY INS TERM NONE	

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT:

958 GORE ROAD, OTISFIELD ME 04270

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.
YES Hazard insurance on real estate security.

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

06-16-05 RE 1ST & 2nd
W/O PPP



**LIBBY

ORIGINAL

EXHIBIT

C

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan you agree to pay us the Principal [Amount Financed plus Points (all shown on page one)] plus Interest in monthly payments as stated on page one, computed by the simple interest method on the unpaid balances of Principal at the Contract Rate (subject to any adjustment under the Adjustment to Contract Rate section below) plus any monthly insurance premium, if elected, until fully paid. The term Points means the sum of the Origination Fee (Points) and the Discount Fee (Points) shown on page one. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: late charges, interest at the Contract Rate for the actual time outstanding, principal, and insurance. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. For late charge purposes, as long as you make a full monthly installment any month, no late charge will be assessed for that month.

DOCUMENT PREPARATION FEE. You agree to pay the fee shown on page one for processing your loan and preparing your loan documentation. This fee is included in the Amount Financed.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan within three business days according to your "Notice of Right to Rescind" then the date on which Interest begins, payment dates, and effective date of optional insurance purchased on page one are postponed by the number of days from this Agreement's date to date you receive this loan.

ADJUSTMENT TO CONTRACT RATE. The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25%) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay any or all of your loan at any time. If you fully prepay before the final due date, the Points are fully earned when this loan is made, and you will not receive a refund of that part of the Finance Charge consisting of Points. If you fully prepay before the final due date, the amount you owe will be reduced by unearned credit insurance charges, if any.

LATE CHARGE. If you don't pay any payment in full within 15 days after it's due, you will also pay a late charge equal to 5% of the unpaid amount of the monthly payment, not exceeding \$10.

BAD CHECK CHARGE. If you give us a check that is returned unpaid, you will pay a bad check charge in an amount equal to the fee charged by the financial institution returning the check.

LOANS WITH BALLOON FINAL INSTALLMENT. If the final installment on your loan requires a balloon payment, which is a payment not substantially equal to all other periodic payments or installments, you have certain rights under Maine law. We must notify you in writing of the maturity date and the amount due on that date at least 60 days but not more than 180 days prior to the maturity date of the loan. You will have the right to refinance the amount of the final balloon payment in order to fully amortize the remaining amount due on terms then generally offered by us, if you satisfy reasonable credit standards and if the property satisfies reasonable loan to value standards.

SECURITY. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.



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B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

APPLICABLE LAW. This loan is governed by the Maine Consumer Credit Code.

FAILURE TO PAY. If you don't pay on time or fail to keep the insurance required on page one in force, or are in default under the terms of your Mortgage, (1) we will notify you of your right to bring your account up to date, (2) if your account is not brought up to date within 14 days after receipt of the notice of your right to cure, we may sue you for the total amount you owe and (3) if your loan is secured by real estate, you will also pay our reasonable attorney fees. Not to exceed 15% of the unpaid debt after default and referral to an attorney who is not our salaried employee.

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

NOTICE TO CONSUMER:

1. Do not sign this agreement before you read it.
2. You are entitled to a copy of this agreement.

BORROWERS:

Judy A. Libby (SEAL)

George R. Smith (SEAL)

____ (SEAL)

WITNESS:

Philip L. Miller



ALLONGE TO NOTE

Service #:

Control Number:

Allonge to Note Dated: 1/06/06

And Executed by: JUDY A LIBBY AND GEORGE A LIBBY JR


Property Address: 958 GORE ROAD, OTISFIELD, ME 04270-6849

Loan Amount: \$47,368.03

Pay to the order of: U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

Without recourse: BENEFICIAL MAINE, INC., BY CALIBER HOME LOANS, INC. AS ITS ATTORNEY IN FACT

By:


Stoner Wade

Title:

Authorized Signatory

Prepared By: AJAY CHAUHAN

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